

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ADC Telecommunications, Inc.,)	
)	Opposition No. 91158189
Opposer,)	
)	Mark: SINGLE VIEW
vs.)	
)	Application Serial No. 78/142,638
Avaya, Inc.)	
)	Filing Date: July 10, 2002
Applicant.)	
_____)	Published: July 29, 2003

MOTION TO JOIN AS OPPOSING PARTY

Intec Telecom Systems, PLC., a corporation of the countries of England and Wales, having a United States business address at 301 Perimeter Center North, Suite 200, Atlanta, Georgia 30346 (hereinafter "Intec") wishes to be joined as an opposing party in Opposition No. 91158189 filed by ADC Telecommunications, Inc. (hereinafter "Opposer"), against the mark shown in Application Serial No. 78/142,638, owned by Avaya, Inc. (hereinafter "Applicant").

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As grounds for joining the opposition, Intec alleges that:

1. Intec is a communications company that provides network equipment, software solutions, and integration services for broadband, multiservice networks that deliver data, video, and voice communications over telephone, cable television, internet, broadcast, wireless and enterprise networks.

2. Intec is now the owner of Registration No. 2,753,550 for the mark SINGL.EVIEW for "computer software used for customer billing applications, and to assist integrated communications providers in managing networks, communications services and customer data," in Class 9 (Exhibit A). Intec purchased the trademark in interest being used to

oppose Applicant's proposed mark SINGLE VIEW, shown in Application Serial No. 78/142,638. Trademark Assignment Agreement (Exhibit B) assigns the entire right, title and interest in the trademark in interest from Opposer to Intec. Opposer filed its Application No. 76/055,478 for the mark SINGL.EVIEW on May 24, 2000.

3. Intec's Registration No. 2,753,550 is valid and subsisting and constitutes prima facie evidence of Intec's exclusive right to use its SINGL.EVIEW mark in connection with the goods specified in that registration.

WHEREFORE, Intec believes that it has good right to be joined in the opposition and that it would be damaged by said application, and requests that this opposition be sustained, that Application Serial No. 78/142,638 be rejected, and that the mark applied for therein be refused registration.

Intec submits herewith the requisite filing fee of \$600.00. Please charge any additional fee that may be due or credit any overpayment to Deposit Account 50-1196.

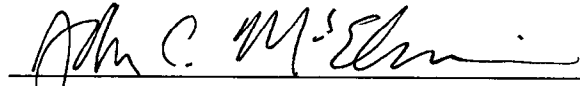
Intec hereby appoints John C. McElwaine, Lloyd G. Farr, Kyle M. Globerman and Douglas L. Lineberry of Nelson Mullins Riley & Scarborough, LLP as Intec attorneys in this matter. Please address all correspondence to John C. McElwaine, Nelson Mullins Riley & Scarborough, LLP, 151 Meeting Street, Suite 600, Charleston, South Carolina 29401.

Respectfully submitted,

INTEC TELECOM SYSTEMS, PLC.
By its Attorneys,

Date: _____

2/23/05

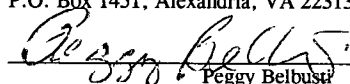


John C. McElwaine
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Liberty Building, Suite 600
151 Meeting Street
Charleston, SC 29401
Tel. (843) 853-5200
Fax (843) 720-4324

Kyle M. Globerman
Nelson Mullins Riley & Scarborough, L.L.P.
1320 Main Street
Columbia, South Carolina 29201
(404) 817-6204
(803) 255-9831 – Fax

Certificate of Mailing

I hereby certify that this correspondence is being deposited with
the United States Postal Service with sufficient postage as first-class
mail in an envelope addressed to: USPTO Trademark Trial and Appeal Board
P.O. Box 1451, Alexandria, VA 22313-1451.


Peggy Belbusti

Date: 2/24/05

Exhibit A

The United States of America




CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Director of the United States Patent and Trademark Office

Requirements for Maintaining a Federal Trademark Registration

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

United States Patent and Trademark Office

Reg. No. 2,753,550

Registered Aug. 19, 2003

TRADEMARK
PRINCIPAL REGISTER

SINGLEVIEW

ADC TELECOMMUNICATIONS, INC. (MINNE-
SOTA CORPORATION)
12501 WHITEWATER DRIVE
MINNETONKA, MN 55343

FOR: COMPUTER SOFTWARE USED FOR CUS-
TOMER BILLING APPLICATIONS, AND TO ASSIST
INTEGRATED COMMUNICATIONS PROVIDERS
IN MANAGING NETWORKS. COMMUNICATIONS

SERVICES, AND CUSTOMER DATA, IN CLASS 9
(U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 6-0-2000; IN COMMERCE 6-0-2000.

SN 76-055,478, FILED 5-24-2000.

MIDGE BUTLER, EXAMINING ATTORNEY

Exhibit B

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

 U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ADC Telecommunications, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 08/27/2004

2. Name and address of receiving party(ies)

Name: Intec Telecom Systems, PLC

Internal

Address: _____

Street Address: Wells Crt 2, Albert Dr. Woking

City: Surrey, England State: _____ Zip: GU215UB

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

See attached Exhibit A

B. Trademark Registration No.(s) _____

See attached Exhibit A

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kyle M. Globberman

Internal Address: Nelson Mullins Riley

& Scarborough, L.L.P.

Street Address: 1320 Main Street

City: Columbia State: SC Zip: 29201

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 160.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1196

9. Signature.

Kyle M. Globberman

Name of Person Signing

Signature

September 15, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK ASSIGNMENT AGREEMENT

This assignment is made effective as of August 27, 2004 between ADC Telecommunications, Inc. and Intec Telecom Systems PLC.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

ADC Telecommunications, Inc., a corporation of the state of Minnesota, having an office and place of business at 13625 Technology Drive, Eden Prairie, Minnesota ("Assignor"), hereby sells, assigns and transfers and agrees to sell, assign and transfer unto:

Intec Telecom Systems PLC, a corporation of the countries of England and Wales, having an office and place of business at Wells Court 2, Albert Drive, Woking, Surrey GU21 5UB, England ("Assignee");

as Assignee, and to its successors, assigns and legal representatives, the entire right, title and interest in and to the trademarks identified on Exhibit A hereto, including any and all common law rights, all United States, state, or foreign registrations thereof and all pending applications therefor, all trade name rights and service name rights, together with all of the goodwill of the business pertaining to such marks, the portion of the Assignor's business to which the mark pertains, said business being ongoing and existing, and any and all claims for damages that it might have at law or in equity for past infringement in said trademarks and the right to sue for and collect the same for Assignee's own use and benefit.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request.

IN WITNESS WHEREOF, the parties have caused this assignment agreement to be duly executed as of the date and the year set forth herein.

ADC TELECOMMUNICATIONS, INC.

INTEC TELECOM SYSTEMS PLC

By Gokul V. Hemmady
Its Chief Financial Officer

By _____

Its _____

Date August 27, 2004

Date _____

TRADEMARK ASSIGNMENT AGREEMENT

This assignment is made effective as of August 27, 2004 between ADC Telecommunications, Inc. and Intec Telecom Systems PLC.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

ADC Telecommunications, Inc., a corporation of the state of Minnesota, having an office and place of business at 13625 Technology Drive, Eden Prairie, Minnesota ("Assignor"), hereby sells, assigns and transfers and agrees to sell, assign and transfer unto:

Intec Telecom Systems PLC, a corporation of the countries of England and Wales, having an office and place of business at Wells Court 2, Albert Drive, Woking, Surrey GU21 SUB, England ("Assignee");

as Assignee, and to its successors, assigns and legal representatives, the entire right, title and interest in and to the trademarks identified on Exhibit A hereto, including any and all common law rights, all United States, state, or foreign registrations thereof and all pending applications therefor, all trade name rights and service name rights, together with all of the goodwill of the business pertaining to such marks, the portion of the Assignor's business to which the mark pertains, said business being ongoing and existing, and any and all claims for damages that it might have at law or in equity for past infringement in said trademarks and the right to sue for and collect the same for Assignee's own use and benefit.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request.

IN WITNESS WHEREOF, the parties have caused this assignment agreement to be duly executed as of the date and the year set forth herein.

ADC TELECOMMUNICATIONS, INC.

INTEC TELECOM SYSTEMS PLC

By _____

By FLANAGAN

Its _____

Its CHIEF FINANCIAL OFFICER

Date _____

Date August 27, 2004

EXHIBIT A

REGISTERED INTELLECTUAL PROPERTY

U.S. Trademarks

Mark	Serial No.	Reg. No.	Date
SINGL.EVIEW	76/055,478	2,753,550	08/19/2003
SINGL.EVIEW COMMERCE CUSTOMER PERSONAE	76/315,343		09/18/2001
SINGL.EVIEW COMMERCE ENGINE	76/315,348		09/18/2001
SINGL.EVIEW COMMERCE INDEX	76/315,349		09/18/2001

CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough, L.L.P., attorneys for Applicant do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Postal Service First Class Mail, with proper postage thereon, to the following address(es):

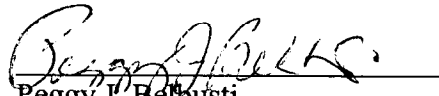
Pleadings:

MOTION TO JOIN AS OPPOSING PARTY

Counsel Served:

Anna W. Manville
Scott W. Johnson
MERCHANT & GOULD, P.C.
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Minneapolis, MN 55402-0910
Attorneys for ADC Telecommunications, Inc.

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Four Gateway Center; 100 Mulberry Street
Newark, NJ 07102-4096
Attorneys for Avaya, Inc.


Peggy J. Belbusti
Administrative Assistant

February 24, 2005

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law

151 Meeting Street / Sixth Floor / Charleston, South Carolina 29401-2239

Tel: 843.853.5200 Fax: 843.722.8700

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John C. McElwaine

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February 24, 2005

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

RE: ADC Telecommunications, Inc. v. Avaya, Inc.
Opposition No. 91158189

03-01-2005


U.S. Patent & TMO/c/TM Mail Rcpt Dt. #74

Dear Assistant Commissioner:

Please find enclosed **Intec Telephone Systems, PLC Motion to Join as Opposing Party** and a check in the amount of \$600.00 for filing fees. By copy of this letter we are serving the opposing counsel with these pleadings.

Thank you for your assistance in this matter.

Very truly yours,



John C. McElwaine

Enclosures

cc: (w/enc):
Anna W. Manville, Esquire
Scott W. Johnson, Esquire
MERCHANT & GOULD, P.C.
Attorneys for ADC Telecommunications, Inc.

Joan T. Pinaire, Esquire
MCCARTER & ENGLISH, LLP
Attorneys for Avaya, Inc.